

REMARKS/ARGUMENTS

In the Office Action mailed March 22, 2006 (the “Office Action”):

1. The **Drawings** are objected to as failing to comply with 37 CFR 1.84(p)(5) because they include the following reference character(s) not mentioned in the description: 502, 504, 505 and 506.
2. Claim **1** is objected to for informalities in its use of acronyms MPEG and IPMP.
3. Claims **14, 15, 17, 27, 28, 30, 40, 41** and **43** are rejected under 35 USC 112, 2nd paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.
4. Claims **1, 2, 4, 8, 9, 18, 19, 21, 22, 31, 32, 34, 35, 48** and **51** are rejected under 35 USC 102(e) as being anticipated by US Pub. No. 2005/0021467 to Franzdonk (“Franzdonk”);
5. Claims **3, 20, 33** and **49** are rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of US Pub. No. 2004/0030656 to Kambayashi et al. (“Kambayashi”);
6. Claims **5** and **6** are rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of US Pat. No. 6,898,708 issued to Hori et al. (“Hori-1”);
7. Claims **12, 25** and **38** are rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of US Pub. No. 2001/0053222 to Wakao et al. (“Wakao”);
8. Claims **13, 26** and **39** are rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of US Pat. No. 6,901,385 issued to Okamoto et al. (“Okamoto”) and further in view of US Pat. No. 6,792,280 issued to Hori et al. (“Hori-2”);
9. Claims **16, 29** and **42** are rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of US Pat. No. 6,865,555 issued to Novak (“Novak”);
10. Claims **45** and **45** are rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of US Pub. No. 2003/0046238 to Nonaka et al. (“Nonaka”);
11. Claims **46, 47** and **49** are rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of Nonaka and further in view of Kambayashi;
12. Claims **52** and **54** are rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of Nonaka; and
13. Claim **53** is rejected under 35 USC 103(a) as being unpatentable over Franzdonk in view of Nonaka and further in view of Kambayashi.

1. Objection to the Drawings (non-mentioned reference characters):

The specification has been amended so that the paragraph starting on page 10, line 1 (paragraph [0028] of the published application) includes the sentence “Communications between the content server **501**, client **502** and license server **503** may go through communication mediums **504**, **505** and **506**, as shown.” With this amendment, the objection to the drawings is believed to be overcome. No new matter has been added, because the sentence merely describes what is clearly being shown in FIG. 5.

2. Objection to Claim 1 for informalities (use of acronyms):

Claim 1 includes the terms “MPEG-4” and “IPMP” which are well known and not believed to be subject to ambiguity or confusion. Further, the term “MPEG-4” is a standard agreed upon by the ISO/IEC Moving Pictures Experts Group (MPEG). It is not merely an acronym for a better known term. A simple internet search using the term “MPEG-4” will clearly demonstrate its pervasiveness. The term “IPMP” is further defined in the specification as “Intellectual Property Management and Protection.” See, page 7, line 11 of the specification. Therefore, even if there is some ambiguity regarding its meaning, the term may easily be looked up in the specification. Accordingly, reconsideration of the objections to these terms is respectfully requested.

3. Rejection of Claims 14, 15, 17, 27, 28, 30, 40, 41 and 43 under 35 USC 112, 2nd paragraph:

Original claims 14, 27 and 40 recite, “wherein said at least one content key includes a plurality of content keys for encrypting and decrypting corresponding time periods of said material.”

The Office Action states that it is unclear what is intended by “encrypting and decrypting corresponding time periods of said material.”

It is believed to be clear, however, that there is a correspondence between the plurality of content keys and the time periods of the material. As is well known, MPEG-4 transmits audio and video that have specified playing times. If the playing time is broken up into time periods, then each time period may be encrypted using a different content key.

Thus, in such case, the plurality of content keys may be used for encrypting and decrypting corresponding time periods of the audio and video material.

Original claims 17, 30 and 43 recite “wherein said plurality of license keys are used one-at-a-time in a predetermined fashion for encrypting and decrypting said at least one content key.”

The Office Action states that is unclear what is intended by “predetermined fashion.”

Claims 17, 30 and 43 have been amended so that the term “predetermined fashion” has been replaced by “on a periodically rotating basis”, which has support in the specification on page 6, lines 12-14, and with such amendment, the rejection of these claims and consequently, their dependent claims, are believed to be overcome.

3. **Rejection of the Claims under 35 USC 102(e) and 103(a):**

Claim 1 has been amended to include the limitations of claim 14, which was only rejected under 35 USC 112, 2nd paragraph in the Office Action. Since the rejection of claim 14 is believed to be overcome as explained above, inclusion of its limitations into claim 1 is believed to now render claim 1 allowable.

It is noted that although Okamoto teaches a plurality of content keys, its content keys do not correspond to time periods of the material. In Okamoto, a memory card includes a non-secure data area, which in turn, includes trial data which is encrypted by a first key and encrypted purchase data which is encrypted by a second key. Thus, Okamoto teaches content keys corresponding to different portions of the material.

It is also noted that contrary to the Office Action, Hori-2 does not teach a plurality of content keys for decrypting corresponding portions of the material. Hori-2 teaches a database which stores a plurality of encrypted music data and a plurality of content keys to decrypt respective ones of the encrypted music data. See, Col. 18, lines 39-42. Thus, Hori-2 teaches the use of a single content key for each different material.

Claim 6 has been placed in independent form by including the limitations of original claim 1.

Although the Office Action asserts that Hori-1 teaches a license key and encrypted material being transmitted through different communication channels to a licensee, such

assertion fails for the following reasons. Applicant's license key (KL) is used to encrypt a content key (KC), which in turn, is used to encrypt material to be protected. In Hori-1, however, the material to be protected is decrypted with what Hori-1 calls a license key. See, abstract and definition of license key in FIG. 2. Thus, the license key of Hori-1 corresponds to applicant's content key, not applicant's license key. In fact, Hori-1 refers to its license key as Kc, which is similar nomenclature to applicant's content key (KC).

Claims 18 and 31 have also been amended in a similar fashion as claim 1 by including limitations of their respective dependent claims 27 and 40, which correspond to claim 14, and consequently, are believed to be patentable for the same reasons as stated in reference to claim 1.

Claim 52 (which corresponds to actions performed by the client) has been amended to include similar limitations as amended claim 1 (which corresponds to actions performed by the server), and consequently, is believed to be patentable for the same reasons as stated in reference to claim 1.

Claims 1-6, 8-9, 12, 15-22, 25, 28-35, 38, 41-47 and 52-55 remain pending in the application. Claims 7, 10-11, 13-14, 23-24, 26-27, 36-37, 39-40 and 48-51 have been cancelled. Reconsideration of the rejections of the claims is requested for the reasons stated herein, and an early notice of their allowability earnestly solicited.

If any fees are required, please charge the required fees to Deposit Account No. 13-0762.

Respectfully submitted,
MACROVISION CORPORATION

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